

## National Republican Congressional Committee

RECEIVED FEC MAIL ROOM

2000 SEP 28 A 11: 59

Donald F. McGahn II SEP 28 3 15 PH '00 General Counsel

MUR 5105

September 28, 2000

Lawrence M. Noble, Esq. General Counsel Federal Election Commission 999 E Street, N.W. Washington, D.C. 20463

Re: Complaint Against Clinesmith for Congress Committee, Karl

Lynch as Treasurer

Dear Mr. Noble:

The National Republican Congressional Committee, by and through its General Counsel, hereby brings this complaint pursuant to 2 U.S.C. § 437g(a)(1) against Clinesmith for Congress Committee and Karl Lynch as Treasurer. The National Republican Congressional Committee is located at 320 First Street, S.E., Washington, D.C. 20003.

## I. FACTUAL BACKGROUND

Curtis E. Clinesmith is a Democrat candidate for United States Congress from the 13<sup>th</sup> district of Texas. His campaign committee is Clinesmith for Congress. Clinesmith secured \$100,000 in bank loans, cash on deposit, at an interest rate of 4.52%. According to his United States House of Representatives Financial Disclosure Statement (PDF) and his July 2000 quarterly report:

320 First Street, S.E. Washington, D.C. 20003 (202)479-7069 www.nrcc.org





- Clinesmith reported only \$56,600 in earned income on the PDF covering the period from January 1, 1998 through December 31, 1999.
- On December 24, 1999, Clinesmith guaranteed a \$60,000 loan from Point Bank with \$62,760 cash on deposit.
- On his PDF covering January 1, 2000 to July 31, 2000, Clinesmith reported \$42,000 earned income.
- On June 24, 200, Clinesmith guaranteed a \$40,000 loan from Point Bank with \$40,000 cash on deposit.
- Clinesmith has a joint bank account with his spouse in an amount ranging from \$1,001 to \$15,000 and a joint investment account from \$50,00 to \$100,000.
- Clinesmith has liabilities through USA Loan ranging from \$50,001 to \$100,000 for school loans.

Remarkably, Clinesmith was able to personally guarantee both loans as cash on deposit in an amount totaling \$102,760 despite the fact he earned only \$98,600 from January 1998 to July 2000. Furthermore, he was able to incur these loans at an unusually low 4.52% interest rate. Clinesmith's ability to personally guarantee, cash on deposit, over \$100,000 of loans when his earned income for that period was approximately \$32,866 a year, is highly questionable given his seemingly very limited resources.

## II. <u>VIOLATIONS</u>

## A. Bank Loans

Under the Act, a candidate can obtain a loan from a bank provided (1) the loan bears the usual and customary interest rate, (2) is evidenced by a written instrument, (3) subject to a due date, (4) and is made on a basis which assures repayment. 11 C.F.R. § 100.7(b)(11). Furthermore, a candidate may secure the loan using his own assets so long as the fair market value of the assets equals or exceeds the value of the loan. However, if the assets are jointly owned with his or her spouse, the loan may not be greater than the candidate's share of the property (usually one-half); otherwise a contribution results. 11 C.F.R. § 100.7(a)(1)(i)(D). Moreover, if a third party guarantees a loan, a contribution results. 11 C.F.R. § 100.7(b)(11)(i)(B)(1) and (2).



In this case, Clinesmith secured two loans with a total of \$102,760 cash on deposit. What is questionable is how he obtained \$62,760 cash on deposit when his reported income as of December 31,1999 was \$0, and for 1998, \$56,600. Even more surprising, he was able to secure \$40,000 cash on deposit in June of 2000; however, his income for that period, as his PDF shows, was only \$27,000. As reported in his PDF, Clinesmith's income, coupled with his \$100,000 liabilities, makes it doubtful that he would have \$102,760 to use as security for a \$100,000 bank loan. As such, it would seem he has received funding from another source in order for him to secure these loans.

Although Clinesmith has two joint accounts with his wife, these accounts, at most, equal \$150,000. In addition, because these are joint accounts, Clinesmith's share would customarily be equal to one-half of the property, \$75,000. Because the PDF only provides an estimated range of assets, \$150,000 would be the maximum amount held in the account as reported by Clinesmith. Assuming the account contains \$75,000 of Clinesmith's own property, \$27,760 is still unaccounted for.

The law is settled as pertaining to bank loans. If the amount of the loan is greater than the amount of Clinesmith's own assets, the remainder is a contribution. In this case, either he has received an excessive contribution from his wife by using her funds in the joint accounts, or someone else has provided him with the funds to obtain the bank loan. In either case, the amounts are excessive contributions and are prohibited under the Act. This raises serious questions as to the source of Clinesmith's funding, and as such, provides sufficient basis to warrant an investigation by the Commission.

## B. Usual and Customary Interest Rate

As stated above, a bank loan must bear the usual and customary interest rate for the type of loan involved. 11 C.F.R. § 100.7(b)(11). If the interest rate is below that customarily applied to the category of loan involved, then the committee has received a prohibited contribution from a lending institution.

In this case, Clinesmith has received a \$100,000 loan from Point Bank at an interest rate of 4.52%. This interest rate is questionable, as it is significantly less than the current prime rate.

## III. <u>CONCLUSION</u>

For these reasons, and based upon the foregoing, the National Republican Congressional Committee respectfully requests that the Commission find reason to believe that Federal law has been violated and institute appropriate legal action.





The foregoing is correct and accurate to the best of my knowledge, information and belief.

Respectfully submitted,

Donald F. McGahn II

District of Columbia
Signed and sworn to before me this
day of September, 2000.

Notary Public

My Commission expires

M.D. ACTON

Notary Public, District of Columbia

Au Commission Expres July 14, 2004

## CIAD SOLVER

## REPORT OF RECEIPTS AND DISBURSEMENTS

RECEIVED FEC MAIL ROOM

For An Authorized Committee (Summary Page)

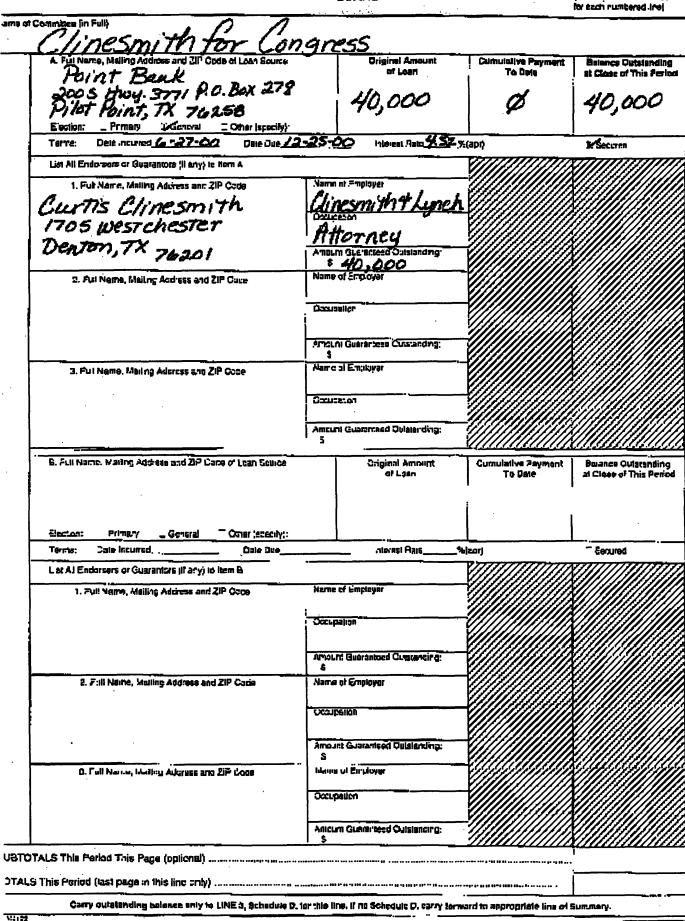
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of Receipts and Disbursements (Page 2, FEC FORM 3)

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I. RECEIPTS	COLUMN A Total This Period	COLUMN E Calendar Year-To-Date
11. CONTRIBUTIONS (other than loans) FROM:		
(a) Individuals/Persons Other Than Political Committees	6311113111131111311131	
(i) I amized (use Schedule A)	- 23. 350. °°	
(ii) Uniterrized	- 4.900,50	
(ii) Total of contributions from Institutuals	28.250.00	51,175.00
(b) Political Party Committees	- 1,000,**	
(d) Other Political Committees (such as PACs)(d) The Cansidate	26,000,00	52000 "
(d) TOTAL CONTRIBUTIONS jether than loans )(add 11(a)(iii), (b), (c) and (d))		104.175.00
12. TRANSPERS FROM OTHER AUTHORIZED COMMITTEES		
13. LOANS:		
(a) Made or Gueranteed by the Candidate	- 나아, 500.5	100,000 00
(b) All Other Loans ————————————————————————————————————	_	
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OTAL RECEIPTS THIS PERIOD (from Line 16)	s	95.250.0°
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OTAL DISBURSEMENTS THIS PERIOD (from Line 22)	\$	34,081,45
		01.562.86







CHEDULE C-1 ederal Election Commission (ashington, D.C. 20463 Supplementary for Information found on Page \_\_\_\_ of Schedule C

## LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

CF COMMITTEE (IN FULL)	PEG IDENTIFICATION NUMBER	
Winesmith for Congress	C0035076	9
NAME, MAILING ADDRESS AND ZIP CODE OF LENDING INSTITUTION (LENDER)	AMOUNT OF LOAM	INTEREST HATE (APRI
Point Bank	40,000.00	4.520
2005 HWY 3711 FO. DOX 218	DATE INCURATED OR ESTABLISHE	D DATE DUE
Pilot Point, Texas 76258	6-27-00	12-24-6
A. Has loan been restructured? PNo Yes If yes, date original	inally incurred:	
B. If line of credit, amount of this draw:; total outstand	ding balance:	
C. Are other parties secondarily liable for the debt incurred?  No Yes (Endorsers and guarantors must be reported on Sci	hedule C.)	
D. Are any of the following pledged as collateral for the loan: real estate centificates of deposit, chattel papers, stocks, accounts receivable, cash  No Yes if yes, specify: Cash on depos	on deposit, or other similar tradi	otiable instrumer tional collateral?
What is the value of this collateral? 40,000		
Does the lender have a perfected security interest in it?	Yes	
E. Are any tuture contributions or future receipts of interest income, ple	edged as collateral for the loan?	
No Yes If yes, soecily:	What is the estimated vali	ue7
A depository account must be established pursuant to 11 CFR 100.7(I	b)(11)(i)(B) and 100.8(b)(12)(i)(	B). Date accoun
<u> </u>		,
established: 6-27-00 Location of account: Point E		
F. If neither of the types of collateral described above was pleaged for the exceed the loan amount, state the basis upon which this loan was made		
G COMMITTEE TREASICRER	d a	DATE
TYPED NAME KGO/ F. Lynch SIGNATURE	Mr age	11450
H Attach a signed copy of the loan agreement.		
I. TO BE SIGNED BY THE LENDING INSTITUTION:		• •
I. To the best of this institution's knowledge, the terms of the loan a the loan are accurate as stated above.	and other information regarding	the extension o
II. The loan was made on terms and conditions (including interest re	ate) no more favorable at the tim	ie than those
imposed for similar extensions of credit to other borrowers of compara-		e II IMBG
III. This institution is aware of the requirement that a loan must be m		epayment, and
complied with the requirements set toth at 11 CFR 100.7(b)(11) and 1	100.0(b)(12) in making this loan.	
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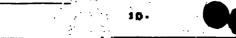
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GURTIS CLINESMITH	
1705 WESTCHESTER	_
THENTON, TX 76201	
BOUNDAMEN'S MAARE AND ACCRESS	_

POINTBAUX P O BOX 278 PILOT POINT, TX 75258

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## DISCLAIMER OF GRAL AGREEMENTS

The Parties warrant and represent that the units agreement much between the Parties is pertained within the assessment, as empeded and explanmented hereby, and that no agreements or professes oder between the Parties that are not reflected in the language of the various documents extended in conjunction with this transaction.

THIS WRITTEN LOAM AGREEMENT REPRESENTS THE FULL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PROP. CONTEMPORANEOUS, OR SUBSECUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN CRAL AGREEMENTS BETWEEN THE PARTIER.

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This Property will be used for Par name!

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## DISCLAMER OF ORAL AGREEMENTS

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CURTE CLINESMITS

JAMS WESTCHERTER

DESTRON, TX 76201

Account holder's name and address: "I" means the account holder named above. If there is more than one, "I" means all account holder jointly and each secount holder separately.

Outs: JER 24, 2000

Assignment of deposits or chare account: For value received, I emign and transfer to you, and I give you a security interest in the following account(s):

FOIRTSANK SAVINGS ACCOUNT \$7236375 IN THE AMOUNT OF \$103.350.30 WITH A RATE OF 2.00% AND A YIELD OF 2.02%

and any renewals or substitutions. These accounts) will be referred to us the colleged in the rest of the agreement. The colleged is held with:

POINTBANK, DILOT FOINT, TX

which will be referred in as the degradory in the rest of this agreement. The constant includes all funds now in the accounts black plus all additions of any bind and from any source, made at any once pattern the release of this agreement in militing.

Secured debate): The agreement is made to secure the payment of:

all precent and future debits, of every land and description which:

may now as herafiles once to you, no mottes have or what these debte erise. (We insured the prograph to be very bread. For example, "debte" include being as debte entitle purchases, made by or transferred to you. So well as debte entitle from any other relationship such as check overdealts, forgeties, or returned deposits. These also implyed debte arising from any capacity imater, co-makes, endergor, marely, guaranter). If more than one pursue or entity is listed, then all joint and separate debts at all those listed are secured.

the following described debtis), plus all extensions, tensurals, modifications and substitutions: rúntendik róskix 278 Piloti Point, tx. 76258

Sequent party's name and distribut "You" mass the secured party papers above, your successors and excipts.

Additional serms: The following corms are slep part of this population: (1) This agreement will last until you release it in writing, and you are nor

required to rejeate it until the secured depts are paid in full.

(9) While this agreement is in utilist, making t one anyone else buscape you, the secured party) can withstee all or any part of the collaboral.

(3) No joint normer, belletickly. Burylying Epousy or captabletohyp of my whate gots any rights in the collaboral in the province of my stanta or recapability until the securary debts are paid in full.

- (A) You have the night to milletum all or only part of the collegant and apply the withdrawal toward the payment of the secured debtics.

  Even of the writefravel causes a penalty. If a secured debt is in default you can extential this right without any replice to me or my content families such actions to require by her and convert to well-well. You have the right to sign my major to your name as my attential in family in famil to encourse the rights given to you in the agreement.
- (B) I represent and premise that no other person of smilty has any rights in the collateral that have priviley man shows I am giving now that the pollateral is exempt or presented by law from this agreement.
- (8) The rights and remember them given you have seen addition to any system in any other agreements. If there is repression to any spared in any other agreements. If there is repression one obtained on the spreament or more than and electric links in a column in your discretion as to the order and braing of remedies you releas.
- (7) I realiting assume not an accused from paraonal liability for any of the secured deads morely by making this egreenent; my paraonal estably will be determined by refletting to poter documents. I do assume personal liability for the westernies and representations made in this agreement.
- (8) A debt accumal by this agreement tertarther specifically instead or must includes all sums that could possibly be that under the debt.
- (Q) I specifically request and direct the depository to honor and amount this agreement and do terms.

Signaturated of personnt holder(e):  Terms of this agreement and set	By signing here we accept the enowindge receipt of a copy.
CURTE CLICEMAIN	

Release by occured party:

Notice to depositary:
Deta:
Tei
☐ This oppilients our cost restina detail:
Please teta notice of this spreament,
Photos confirm your maniet of the nation in
· completing the asknowledgement portion
and returning a copy to the secured party.
Bare
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Acknowledgement by the depository:
Dece:
Tax
We have monimed your negros of this agreement, the agree that no account.
holder on any opings parson tomas than you.
the secured period has any night to make

ms it telepassed in writing by you.

For the depository

This is to missing you that the sesignment and security interest in the collection described shows his bean released and the engred confidence, or passbook or other evidence of the collection of the sellection historial.

By:

Date: Te:

For the secured party

# 1809 TANKENS 37: TANKE 415., ST. GLOUD, WH BESTER LAAG \$57,25411 [264] \$1.190 \$1.18

For the secured percy

By:

houge 2 47 72

I CERTIFY that the statements I have made on this form and all attached schedules are true, complete and correct to the best of my knowledge and belief.	Conflication Signature of Reporting individual	This Financial Disclosure Statement is required by the Ethics in Government Act of 1978, as amended. The Statement will be available to any requesting person upon written application and will be reviewed by the Committee on Standards of Official Conduct or its designee. Any individual who knowingly and willfully falsifies, or who knowingly and willfully fails to file this report may be subject to civil penalties and criminal sanctions (See 5 U.S.C. app. 4, § 104 and 18 U.S.C. § 1001).	CERTIFICATION — THIS DOCUMENT MUST BE SIGNED	<b>EXEMPTION</b> —Have you excluded from this report any other assets, "unearned" income, transactions, or liabilities of because they meet all three tests for exemption?	TRUSTS—Details regarding "Qualified Blind Trusts" approved by the Committee on Standards of Official Conduct need not be disclosed. Have you excluded from this report details of such a trust benefiting you, your spouse, or a pages 10–11.)	EXCLUSION OF SPOUSE, DEPENDENT, OR TRUST INFORMATION — ANSW	Each question in this part must be answered and the appropriate	III. Did you, your spouse, or a dependent child have any reportable liability (more than \$10,000) during the reporting period?  If yes, complete and attach Schedule III.	II. Did you, your spouse, or a dependent child receive "unearned" income of more than \$200 in the reporting period or hold any reportable asset worth more than \$1,000 at the end of the period? Yes No 17 yes, complete and attach Schedule II.	I. Did you or your spouse have "earned" income (e.g., salaries or feas) of \$200 or more from any source in the reporting period? Yes No If yes, complete and attach Schedule I.	PRELIMINARY INFORMATION — ANSWER EACH OF THESE QUESTIONS	employee Employing Office:	Filer Candidate for the State: 7 X Date of House of Representatives District: 1 3 Election	(Mailing Address)	1705 Lest chester Denten, TX	Clartix E. Clinesa, H	Period Covered: January 1, 2000 - July 31, 2000	UNITED STATES HOUSE OF REPRESENTATIVES
	2.	978, as amended. The Statement will be availably its designee. Any individual who knowingly and (See 5 U.S.C. app. 4, § 104 and 18 U.S.C. § 100	BY THE REPORTING INDIVIDUAL	ome, transactions, or liabilities of a spouse or dependent child	standards of Official Conduct and certain other "excepted trusts" effting you, your spouse, or a dependent child? (See Instructions,	RMATION — ANSWER EACH C	e appropriate schedule attached for each "Yes"	VI. Did you receive compensation of more than \$5,000 from a single source in the two prior years? If yes, complete and attach Schedule VI.	V. Did you have any reportable agreement or arrangement with an outside entity? If yes, complete and attach Schedule V.	IV. Did you hold any reportable positions on or before the date of filing in the current calendar year or in the prior two years? If yes, complete and attach Schedule IV.	ESE QUESTIONS		Date of Check if Election: U-2-@3 Amendment	Daytima Telephone:	7(20)		and new employees	FORM B For use by candidates
6-4-60	Date (Month, Day, Year)	e to any requesting person upon 3 wilffully falsifies, or who knowin 11).	AL AND DATED	pendent child Yes	excepted trusts" (See Instructions, Yes	VER EACH OF THESE QUESTIONS	each "Yes" response.	\$5,000 from Yes	rangement Yes	vi (MO years? Yes		man 30 days late.	A \$200 penalty shall be assessed against anybody who files more	(Office	1 0 AUG - 4 2000		2000 AUG - 8	LEGISLATIVE RESOURCE CENTER
		written gly and		No No	S	S		₹ []	Ź	□ S			issessed es more		<b>5</b>	CLERK	PM 3: 44	JRCE CENTER

# SCHEDULE I—EARNED INCOME (INCLUDING HONORARIA)

Chitis Clinesmith

Page -101

List the source, type, and amount of earned income, including honoraria, from any source (other than your current employment by the U.S. Government) totalling \$200 or more during the current year to the filing date *and*, separately, the preceding calendar year. For a spouse, list the source and amount of any honoraria; list only the source for other spouse earned income exceeding \$1,000.

list only the source for other spouse earned income excessing	Amount	
Type	Current Year to Filing	Preceding Year
١	\$6.300	\$28,450
Salary Con Houston Texas	\$400	\$3,200
First Bank & Trust, Houston, Texas	0	N.
IS	0000	15,000
L.L.P.	NA	NA
Birdrille I.S.O. Spanie Schark		

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## SCHEDULE II — ASSETS AND "UNEARNED" INCOME

Namo Curtis Chinesonits

Page \_\_ of \_\_

		-	JT. Fidelity Investments	DT First State Bank	JT : 1st Bank of Paducah, KY accounts	xamples: Simon & Schuster	SP, SP Mega Corp. Stock	Exclude: Your personal residence(s) (unless there is rental income); any debt owed to you by your spouse, or by your or your spouse's child, parent, or sibing; any deposits totaling \$5,000 or less in personal savings accounts; any financial Interests in or income derived from U.S. Government retirement programs. If you so choose, you may indicate that an asset or income source is that of your spouse (SP) or dependent child (DC) or is jointly held (JT), in the optional column on the far left.	period. For all active business that is not publicly traded, in Block A state the nature of the business and its geographic location. For additional information, see the instruction booklet for the reporting year.	IRA or retirement plan that is not self-directed, name the institution holding the account and provide its value at the end of the reporting	Asset and/or Income Source Identify (a) each asset held for investment or production of income with a fair market value exceeding \$1,000 at the end of the reporting period, and (b) any other asset or source of income which generated more than \$200 in "uneamed" income during the year. For rental property or land, provide an address. Provide full names of any mutual funds. For a self-directed IRA (i.e., one where you have the power to select the specific investments), provide information on each asset in the account that exceeds the reporting threshold, and the income earned for the account. For an
		:	م لئي ا	*				None \$1 - \$1,000	attre of on. For ruction	<b>⊘</b>	
			×	*	×	Indefinite	×	\$1,001 - \$15,000 \$15,001 - \$50,000 \$50,001 - \$100,000 \$100,001 - \$250,000 \$250,001 - \$500,000 \$500,001 - \$1,000,000 \$1,000,001 - \$5,000,000		CDEFGH	Value of Asset at close of reporting period. It you use a valuation method other than fair market value, please specify the method used. If an asset was sold and is included only because it generated income, the value should be "None."
					×		×	\$5,000,001 - \$25,000,000 \$25,000,001 - \$50,000,000 Over \$50,000,000 DIVIDENDS RENT INTEREST CAPITAL GAINS		א א ר	
						Royalties		EXCEPTED TRUST QUALIFIED BLIND TRUST  Other Type of Income (Specify: For Example, Partnership in	ncome or Farm	i Income)	Type of Income
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					×	×		\$5,001 \$15,000	<u> </u>	rent	For inviting app
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For additional assets and unearned income, use next page.

## SCHEDULE III — LIABILITIES

me Curtis Clinesmith P

Page 1 of 1

Report liabilities of over \$10,000 owed to any one creditor at any time during the reporting period by you, your spouse, or dependent child. Mark the highest amount owed during the reporting period. Exclude: Any mortgage on your personal residence (unless there is rental income); loans secured by automobiles, household furniture, or appliances; and liabilities owed to a spouse, or the child, parent, or sibling of you or your spouse. Report revolving **charge accounts** only if the balance at the close of the previous calendar year exceeded \$10,000.

Creditor  Type of Liability  First Bank of Wilmington, Delaware  Mortgage on 123 Main Street, Dover, Del.  \$10,001   51,000,000   51,000,000   51,000,000   51,000,000   51,000,000   51,000,000   51,000,000   525,
\$10,001—
\$50,000 C7 \$50,000 C7 \$50,000 C7 \$50,000 C7 \$50,000 C7 \$50,000 C7 \$100,000 C7 \$100,000 C7 \$250,000 C7 \$250,000,000 C7
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\$6,000,001— \$25,000,000 \$25,000,000
\$25,000,000
\$50,000,000

## SCHEDULE IV — POSITIONS

Report all positions, compensated or uncompensated, held on or before the date of filing during the current calendar year and in the two prior years as an officer, director, trustee of an organization, partner, proprietor, representative, employee, or consultant of any corporation, firm, partnership, or other business enterprise, any nonprofit organization, any labor organization, or any educational or other institution other than the United States.

Exclude: Positions held in any religious, social, fraternal, or political entities; positions solely of an honorary nature; and positions listed on Schedule 1.

Position	Name of Organization
Director	University of Worth Texes Alumni
Director	Commenities in Schools
Director	Die Brothers / Dia Sisters

Use additional sheets if more space is required.

## 

## REPORT OF RECEIPTS AND DISBURSEMENTS

For An Authorized Committee (Summary Page)

October 15 Quarterly Report 30-Day Post-Election	COMMINICATION  3. IS THIS REPORT A  YES	NAMENDMENT? NO of Election)
The report contains  activity for Primary Election General Election	Special Election	- Fluncif Eection
SUMMARY		
5. Covering Period 1-2-99 through 12-31-99	COLUMN A This Period	COLUMN B Calendar Year-to-Date
8. Net Contributions (other than loans)  [6] Total Contribution Retunds (from Line 20(d))	ø	\$ 115,317.20 \$ 115,317.20
7. Net Operating Expenditures (a) Total Operating Expenditures (from Line 17)	# 13,761.65	\$ 13.761.65 \$ 13.761.65
8. Cash on Hand at Close of Reporting Period (from Line 27)	\$111 555 55	For further information
9. Debts and Obligations Owed TO the Committee (#emize all on Schedule C and/or Schedule D)	B	contact:   Foderal Election Commission
(nemize all on Schedule C and/or Schedule O)  10. Debts and Obligations Gwed BY the Committee (Itemize all on Schedule C and/or Schedule D)  / certify that I have examined this Report and to the best of my knowledge and complete.  Type of Print Name of Trassurer	and ballet it is true, correct	999 & Street, NW Weshington, DC 20463 Toll Free BOB-424-953D Local 208-694-1 NO
Signature of Treasurer  Signature of Treasurer  NOTE: Submission of salse, erroneous, or incomplete Information may subject the per	rsan signing this Report to the p	Date 1/3, /00 panalties of 2 U.S.C. 5437g.
FLAANIEZ		FEC FORM 3 (revised 4/87

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## DETAILED SUMMARY PAGE

Him Congress of the

of Receipts and Disbursements (Page 2, FEC FORM 3)

	I Barrier de Barrier	<del>!'</del>	<b>-</b>
ime of Committee (in full)  (Lines mith for Conares	Report Covering the Period	12-31-99	4
I. RECEIPTS	COLUMN A Total This Paried	COLUMN B Calendar Year-To-Date	j
11. CONTRIBUTIONS (other than bans) FROM:	11311113111143111131111		3
(a) Individuals/Parsons Other Than Political Committees			8
, · · · · · · · · · · · · · · · · · · ·	- 4 64 250		g Hughil
(i) Itemized (use Schedule A)	TOT MILE		
July Atmentions	10000		1164)(ii
(iii) Total of confributions from individuals	# (41,317,20	\$104.317.20	₹ ```
(b) Political Party Committees	<u></u>		11024
(c) Other Political Committees (such as PACs)			110:1
(d) The Carridate	- \$1,000.00	4 1,000,00	11(d)
(e) TOTAL CONTRIBUTIONS (other than loans )(add 11(a)(ii), (b), (c) and (d)	- 4105, 317, 20	\$/45° 317,20	
12. TRANSFERS FROM OTHER AUTHORIZED COMMITTEES	. \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	unintimenimenimeni E	1,2
13. LOANS:	1/31/1/31/1/31/1/31/1/31/1/3	VIII III III III III III III III III II	4
(a) Made of Guaranteed by the Canaidate	11D.000, 00	4 (0),000.00	T ISTAL
(b) All Other Lazia	-	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	13001
(c) TOTAL LUANS (add 13(a) and (b))	\$100.000.00	\$ 40,000,00	13(E)
(c) IO INC FOUND INTO INTO INTO	unsumismusminsum		4
14. OFFSETS TO OPERATING EXPENDITURES (Refurds, Rebates, etc.)	- Ø	Ø	14
	uussuusuuusuuusuu	sunusuuusuuusuuusu	
15. OTHER RECEIPTS (Dividends, Interest, clc.)	Ø	Ø	15
16. TOTAL RECEIPTS (add 11(e), 12, 13(d), 14 and 15)	4/25.3/1.20	*125,317, <sup>20</sup>	]
II. DISBURSEMENTS			
17, OPERATING EXPENDITURES	13.761.65	13.761.65	17
18. TRANSFERS TO OTHER AUTHORIZED COMMITTEES	# Ø .	AND	18
19. LOAN REPAYMENTS:		VEH 18 11 18 11 11 18 11 11 18 11 11 18 11 11	3
(a) Of Loans Mace or Guaranteed by the Cardidate	- 90	8	19 <b>(</b> 8i)
(b) Of All Other Loans ————————————————————————————————————	<b>2</b> 5	<i>95</i>	19]:
(c) TOTAL LOAN REPAYMENTS (edd 1R(a) and (b))	ø	05	- Dig
20. REFUNDS OF CONTRIBUTIONS TO:	31118311183181118111	331/31/31/31/33/11/31/1/33	<b>2</b>
(a) Instructuals/Persons Other Than Political Controllers	<u>A</u>	<u>e</u>	20/A)
(b) Political Pany Committees			20 bi
	<u>#</u>	<u>E</u>	
[c) Other Political Committees (such as PACs)	· · · · · · · · · · · · · · · · · · ·	- AB	<b>ZN</b>
(e) TOTAL CONTRIBUTION REFUNCS (edd 20(a), (b) end (c))		<u> </u>	
21. OTHER DISBURSEMENTS	- ø	Ø	2,
ZZ_TOTAL DISBURGEMENTS (add 17, 18, 19(c), 20(d) and 21)	- 4 13.76 65	14 3.761.65	22 22
III. CASH SUMMARY			
1. CASH ON HAND AT BEGINNING OF REPORTING PERIOD	s	Ø	
: TOTAL RECEIPTS THIS PERIOD (from Line 16)		E 010 20	1
	\$ 162	<u> </u>	<b>-</b>  84
5. SUBTOTAL (add Line 23 and Line 24)	s 12	5,317,30	25
S. TOTAL DISBURSEMENTS THIS PERIOD (from Line 22)	s	3,741.65	28
1. CASH ON HAND AT CLOSE OF THE REPORTING PERIOD (subtract Line 28 from 25)		1 555 55	_

SCHEDULE C-1 Federal Election Commission Washington, D.C. 20463 Supplementary for Information found on Page \_\_\_ of Schedule C

## LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

NAME OF COMMITTEE (IN FULL)	FEC IDENTIFICATION NUMBER	
Clinesmith for Congress	000350769	
FULL NAME, MAILING ADDRESS AND ZIP CODE OF LENDING INSTITUTION (LENDER)	AMOUNT OF LOAN	INTEREST PATE (APRI
Point Bank 100 Por 170	60,000.00	45200
Point Bank 200 S. Hwy 377/P.O.Box 278	DATE INCLINATED ON ESTABLISHED	DATE DUE
3.77.09	in all an	3.4
Plot Point, Texas 76258	12-24-99	6-24-00
A. Has loan been restructured? Vo Yes If yes, date original	y incurred:	
B. If line of credit, amount of this draw:; total outstanding	balance:	
and the Webbs Associated to the Comment of the Comm		
C. Are other parties secondarily liable for the debt incurred?		
No Yes (Endorsers and guarantors must be reported on Schad	ule C.)	j
D. Are any of the following pledged as collateral for the loan: real estate, pe	record property goods penatic	hie instruments
certificates of deposit, chattel papers, stocks, accounts receivable, cash on,	deposit, or other similar tradition	ral collateral?
No Yes If yes, specify: <u>CASh on hepost</u>		
No Ly Yes Ir yes, specify:	2º 0.1	
What is the value of this collateral?	2,760° 84	
· · ·	<u>, , , , , , , , , , , , , , , , , , , </u>	
Does the lender have a perfected security interest in it?	☑ Yes	
E. Are any future contributions or future receipts of interest income, pledge	ed as collateral for the loan?	
No Yes If yes, specify:	18/hat is the estimated trained	
VINO LIYes IT yes, specify:	***********************************	
A depository account must be established pursuant to 11 CFR 100.7(b)(1	1)(I)(B) and 100.8(b)(12)(I)(B).	Date account
established: 12/24/19 Location of account: Pornt Bank	N./ <del>t</del>	
F. If neither of the types of collateral described above was pledged for this	oan, or if the amount pledged d	nes not equal or
exceed the loan amount, state the basis upon which this loan was made an	d the basis on which it assures	repayment.
G. COMMITTEE TREASURER	2	ATE / /
TYPED NAME HOY/LUNCH SIGNATURE		1/3/100
		7-7-9-5
H. Attach a signed copy of the loan agreement.		
I. TO BE SIGNED BY THE LENDING INSTITUTION:		
I. To the best of this institution's knowledge, the terms of the loan and	other information regarding the	extension of
the loan are accurate as stated above.		
It. The loan was made on terms and conditions (including interest rate)		TIEN INGSE
imposed for similar extensions of credit to other borrowers of comparable		
III. This institution is aware of the requirement that a loan must be made	e on a basis which assures rep.	ayment, and nas
complied with the requirements set forth at 11 CFR 100.7(b)(11) and 100.	a(b)( 12) in making this loan.	
		÷
AUTHORIZED REPRESENTATIVE		DATE
. 1 0	11 10 11 11	1 -
TYPED NAME J. Ray David SIGNATURE ON S J Senior	Vice President	1-31-00
TYPED NAME: / / / / / / / / / / / / / / / / / / /	VICE TIESPORT	12/91

## LOANS

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A Full Name. Majing Address and 20 Code of Ledit Source	Original Amount of Lean	Cumulative Payment To Date	Balance Outstan al Class of This F
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of, Full Namo, Maigra Address and ZIP Code	Yarne of ⊊mployar	P/////////	
Curtis Clinesmith	Cinesmith Lyne		
1705 Westchester	Attorney		
Denton, TX 76201	Amount Guaranness Dutstanding		
2. Full Name, Maling Address and 25 Code	Numa of Employer		
	Occupation	-4/////////////////////////////////////	
	Amount Guaramond Culstandings 5		
3. Full Name, Mailing Address and ZIP Code	Name of Employer		
	Dozusatier	-//////////////////////////////////////	
	Priorition State of the Company of t		
B. Full Name, Mailing Address and ZIP Code of Lean Scurae	Original Amount	Cumulative Payment	Bajance Oulete
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Terms: Date lacured	Name of Employer  Cooperation  Amount Guaranteed Outstanding: S  Name of Employer  Occupation  Amount Guaranteeu Outstanding.	_*W(ast)	- Secrated
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# SCHEDULE I—EARNED INCOME (INCLUDING HONORARIA)

Name Curtis のだららないさ

Page \_\_\_ of \_\_\_

honoraria; list only the source for other spouse earned income exceeding \$1,000. totalling \$200 or more during the current year to the filing date and, separately, the preceding calendar year. For a spouse, list the source and amount of any List the source, type, and amount of earned income, including honoraria, from any source (other than your current employment by the U.S. Government)

	T.,	Amount	unt
Source (include date of receipt for nonorana)	ype	Current Year to Filing	Preceding Year
XYZ Corporation, Houston, Texas	Salary	\$6,300	\$28,450
	Director's Fee	\$400	\$3,200
XYZ Trade Association, Chicago, IL (Rec'd 12-2-98)	Honorarium	0	\$1,000
Harris County, Texas, Public Schools	Spouse Salary	<b>₹</b>	NA .
Marcis & Marcis L.L.P.	Salary	Q	15,000
The Law offices of Civitis Clinesmith	Salery	Ø	26,60₹
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## SCHEDULE II — ASSETS AND "UNEARNED" INCOME

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	ļ ·	"	1		[J.]	ļ	DC, Examples:	· - · -	Exclude: Your personal residence(s) (unless there is rental income): any debt (wheta to you by your spouse, or by your or your spouse's child, parent, or sibling: any deposits totalling \$5,000 or less in personal savings accounts; any financial interests in or income derived from U.S. Government retirement programs. If you so choose, you may indicate that an asset or income source is that of your spouse (SP) or dependent child (DC) or is jointly held (JT), in the optional column on the far left.	reporting threshold. For an IRA or retirement plan that is not self-directed, retirement plan that is not self-directed.	BLOCK A  Asset and/or Income Source Identify (a) each asset held for investment or production of income with a fair market value exceeding \$1,000 at the end of the reporting period, and (b) any other asset or source of Income which generated more than \$200 in "unearned" income during the year. For rental property or land, provide an address. Provide full names of any mutual funds. For an IRA or retirement plan over which you have investment power, provide the required information on each underlying asset that exceeds the value or income
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For additional assets and unearned income, use next page.

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## SCHEDULE III — LIABILITIES

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highest amount owed during the reporting period. Exclude: Any mortgage on your personal residence (unless there is rental income); loans secured by Report liabilities of over \$10,000 owed to any one creditor at any time during the reporting period by you, your spouse, or dependent child. Mark the automobiles, household furniture, or appliances; and liabilities owed to a spouse, or the child, parent, or sibling of you or your spouse. Report revolves *Ing charge accounts* only if the balance at the end of the reporting period exceeded \$10,000

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## **SCHEDULE IV — POSITIONS**

an officer, director, trustee of an organization, partner, proprietor, representative, employee, or consultant of any corporation, firm, partnership, or other business enterprise, any nonprofit organization, any labor organization, or any educational or other institution other than the United States. Report all positions, compensated or uncompensated, held on or before the date of filing during the current calendar year and in the two prior years as

Exclude: Positions held in any religious, social, fraternal, or political entities; positions solely of an honorary nature; and positions listed on Schedule I.

Position	Name of Organization
Director	Mairersity of North Texas Alumni
Dire Ctor	•
Director	Dia Denthers / Bis Sisters

Use additional sheets if more space is required.